

Sac Co.

Sac Co. Prof. Paramedic Assn. #3669

7/1/2006

6/30/2007

SAC CO./PROF. PARAMEDIC ASSN. #3669

06-07

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SAC COUNTY BOARD OF SUPERVISORS
AND
SAC COUNTY PROFESSIONAL
PARAMEDIC ASSOCIATION
LOCAL 3669
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO-CLC
FOR 2004 - 2007**

This agreement made and entered into on this, the 1st day of July 2005, by and between Sac County, Iowa, referred to hereinafter as Employer or County, and the Sac County Professional Paramedic Association, International Association of Fire Fighters (AFL-CIO-CLC), referred to hereinafter as Association or Local.

PREAMBLE

The County of Sac, Iowa, hereinafter referred to as the County or Employer, has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its Employees, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner and are consistent with the permanent interest of the County and its residents.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the Statutes of the State of Iowa or the municipal code of the County of Sac, Iowa, except as set forth herein.

ARTICLE 1

RECOGNITION

The County hereby recognizes the Association as the sole and exclusive representative of all Employees of the Emergency Medical Services stationed in Lake View and Sac City, with the exception of the Director of Emergency Medical Services, for the purpose of bargaining with respect to wages, hours of work, and working conditions and all matters related thereto.

ARTICLE 2

NEGOTIATIONS

The Employer will meet with the Association with respect to the establishment of wages, hours of work and working conditions, and other conditions of employment as same affect the budget of the Employer, said negotiations concerning same shall be annually, except in the instance of a multi-year contract which does not provide for reopening negotiations on said items during the term of the contract, and shall commence prior to October 1st.

Interpretations and agreements reached by such negotiations shall take the form of a written agreement of amendment thereto or personnel memoranda approved by the Employer and the Association.

Time spent by designated representatives of the Association in negotiations or grievance handling shall not be deducted from an Employee's pay if said negotiations are held during normal working hours of said designated representatives.

ARTICLE 3

DUES, CHECKOFF, DEDUCTIONS

The Employer agrees to deduct, once each paycheck, Association dues from the pay of those Employees who individually request, in writing, that such deductions be made. In addition, if the Employee so requests, in writing, the initiation fees of the Association, if any, shall be deducted in two (2) monthly payments. The amount to be deducted should be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all Employees shall be remitted, together with an itemized statement, to the Treasurer of the Association. If an Employee wishes to drop from the Association, written notice shall be given thirty (30) days prior, to the Employer and the Association. The Association agrees to indemnify and hold the County harmless against any claims of any type arising out of the operation of this Article.

ARTICLE 4

ADJUSTMENT OF GRIEVANCES

A. Definition of Grievance

The word "grievance", wherever used in this Agreement, shall mean any difference between the Employer and the Association, or any Employee, or group of Employees, with regard to the interpretation, application, or violation of the items or provisions of the contract Agreement.

B. Purpose

The purpose of the grievance procedure shall be to settle all grievances between the parties as quickly as possible, so as to ensure efficiency and to promote the Employees' morale and working conditions. Should any Employee(s) feel that a grievance exists; an adjustment shall be sought as set out in Section D.

C. Processing

The aggrieved Employee(s) and one (1) authorized Association representative shall suffer no loss of pay as a result of any meeting held during regular work hours in an effort to resolve the grievance. Such meetings will be mutually agreed upon.

D. Procedure

1. Step 1 (Meeting with Director)

A grievance shall be presented, in writing, stating the issue and the remedy, to the Director, no later than fourteen (14) calendar days after the occurrence upon which the grievance is based. The Director shall arrange such meetings, make such investigations as are necessary while attempting to adjust or settle the grievance, and respond in writing within fourteen (14) calendar days of receipt of the grievance. If a satisfactory settlement is reached by the parties, it shall be final if signed by both parties.

2. Step 2 (Meting with Board)

If the grievance is not settled in Step 1, The Association may present the grievance, in writing, to the Board of Supervisors within fourteen (14) calendar days of the Director's response. The Board of Supervisors shall meet with the Association or Grievance Committee within fourteen (14) calendar days from receipt of the grievance, in attempt to adjust or settle the grievance. The Board of Supervisors shall respond in writing within this time period. If an acceptable solution has been found, it shall be final if signed by both parties.

3. Step 3 Arbitration)

If unresolved after Step 2, the Association can request arbitration within thirty (30) calendar days of the last response or the date the last response was due an a copy shall be provided to the Board of Supervisors.

The failure of the Employer to reply within the applicable times specified herein shall be deemed a denial of the grievance which may be appealed to the next step.

The failure of an Employee or his/her Association representative to timely present a grievance claim or to appeal a grievance to the next step within the time limits specified in this Article shall bar the grievance from being processed further.

The Public Employment Relation Board shall be requested, by the aggrieved party, to provide a list of five (5) grievance arbitrators. One (10 arbitrator shall be chosen by the process of each party striking two (2) from the list. The first strike shall be determined by coin toss. The decision of the arbitrator, within the scope of his/her authority, shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of the hearing.

The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance if mutually agreed to by the Employer and the Association.

Expenses for the arbitrator and the proceeding shall be borne equally by the County and the Association. However, each party shall be responsible for the compensation of its own representatives and witnesses.

The arbitration hearing shall be scheduled no late than sixty (60) days following the date on which the request was submitted to the Board. The sixty (60) day deadline may be waived if mutually agreed to by the parties.

ARTICLE 5

HOURS OF WORK AND OVERTIME

A. Regular Shift of Work

The regular shift of work for Employees in Sac City shall be from 07:00 hours to 23:00 Hours, with all hours defined as hours of work. From 23:00 hours to 07:00 hours, Employees shall be on-call. Employees will be scheduled to work Monday, Wednesday, and Friday, one week, and Tuesday and Thursday the following week. The week the Employee works Monday, Wednesday, and Friday, the Employee shall be on-call from 07:00 hours Saturday, to 07:00 hours on Monday.

The regular shift of work for Employees in Lake View shall be twenty-four (24) consecutive hours. All hours of work shall be defined as on-call hours, except those hours during which an Employee responds to a call.

B. Work Week

The work week shall begin on Wednesday at 15:00 hours and shall end on the following Wednesday at 14:59 hours.

C. Overtime

Overtime shall be paid to all Employees at the rate of one and one-half (1 ½) for hours worked in excess of the Employee's regular work schedule.

D. Minimum Call-back

Sac City Employees shall receive a minimum of one (1) hour overtime pay for every authorized call to service. Lake View Employees shall receive a minimum of one (1) hour regular pay for every authorized call to service.

E. FLSA Pay

If during the course of 23:00 hours to 07:00 hours call time, the Employee does not receive five (5) consecutive hours of uninterrupted sleep due to being required to respond to an authorized call, the remainder of the eight (8) hour period shall be paid at one (1) times their hourly rate. The actual time spent on the call shall be paid at one and one-half (1 ½) times the hourly rate.

F. Back Up Call

A list of employees will be posted, with the name of the employee with the highest level of certification listed first, down to the employee with the lowest level of certification, and last employee hired. Call is first offered to the employee at the top of the list. That employee's name then moves to the bottom of the list for subsequent call back.

For the good of the service and the county, all efforts will be made to ensure a minimum of Advanced Life Support coverage. At times, this may require that a Paramedic or Paramedic Specialist be called first.

ARTICLE 6

HOLIDAYS

A. Holidays Observed

Full-time employees are eligible for the following paid holidays: New Year's Day, Dr. Martin Luther King, Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. The following paid holidays will begin at noon: Friday before Easter, Christmas Eve Day (only if it falls on a weekday), and New Year's Eve Day (only if it falls on a weekday). Holidays on Saturday will be observed the preceding Friday. Holidays on Sunday will be observed the following Monday.

B. Holiday Pay

Employees eligible for holiday pay shall receive as holiday pay, their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday.

C. Holiday Premium Pay

When an Employee is required by the Employer to work on a holiday observed under the terms of this Agreement, the Employer agrees to provide holiday premium pay at the rate of one and one-half (1 ½) times the Employee's straight time hourly rate for all hours worked on the holiday. In addition, the Employee shall receive holiday pay as provided in Section B of the Article.

ARTICLE 7

VACATIONS

A. Rate of Accrual

An Employee is eligible to receive five (5) days paid vacation after one (1) year of continuous full-time employment. After two (2) years continuous full-time employment, an employee is eligible to receive ten (10) days paid vacation. After eight (8) years continuous full-time employment, an Employee is eligible to receive fifteen (15) days paid vacation. If an Employee is called in on vacation, the Employer will replace the vacation day. Employees who are on vacation cannot be required to be on-call. (Change to reflect HOURS INSTEAD OF DAYS During next language opening))

B. Use and Limitations

Accrued vacation shall be determined from the anniversary date to anniversary date and shall be used within the twelve (12) months after which it is earned, unless special permission has been granted by the Director. Probationary Employees will begin accruing vacation time at their date of hire, but will not be able to use vacation time until after their first anniversary date.

Vacation leave must be applied for in advance and approved at the discretion of the Director. Vacation may be taken in weekly, daily, or hourly increments at the discretion of the Employer. Vacation will be approved on a first come-first served basis. Records of accrued vacation time and use will be kept in the Employee's personnel file. In the event the Employee is terminated, the Employee shall be paid a vacation allowance for any vacation which he/she may have earned prior to such termination and which has not yet been taken.

C: Compensation Time Accrual

Employees are eligible to accrue up to eighty (80) hours of compensatory time off. Compensatory time will be earned at the rate of one and one-half (1 ½) times for hours worked.

D. Lake View Vacation Days

Vacation days are to be considered as a twenty-four (24) hour day, with pay based on call time rate.

ARTICLE 8

LEAVES OF ABSENCE

A. Sick Leave

Full-time Employees will accrue sick time at the rate of one and one-quarter (1 ¼) days per month, fifteen (15) days per year. Sick leave accumulation will not exceed ninety (90) working days, and sick leave will not be accumulated while on sick leave. Sick leave may be used when an Employee is absent from work due to illness or injury, or for medical, dental, or optical examination or treatment. Employees will be granted sick leave to attend to members of their immediate family, which includes their spouse, and all dependant children. Employees may be granted sick leave for a serious illness of a mother, father, mother-in-law, father-in-law, grandparents, grandparents-in-law, brothers, sisters, and adult children. Sick leave may not be used to accompany adult family members on routine checkups. Sick leave will not be paid as vacation time, and will not be paid (used up) during the last two (2) weeks of employment. Employees will not be reimbursed for unused sick leave upon termination of employment. Records of accrued and used sick leave will be kept in the Employee's personnel file. Probationary Employees will begin accruing sick leave at their date of hire, but will not be able to use sick leave until after they complete their probationary period. Employees who are on-call and who are ill or injured shall not be charged for sick leave.

Sick leave days may be used as casual days, to be taken with the authorization of the EMS Director, or his designee, according to the following schedule:

3 year...	1 Day (8 Hours)
6 years...	2 Days (16 Hours)
8 years...	3 Days (24 Hours)
12 years...	4 Days (40 Hours)

Time used as casual days, will be deducted from the Employee's accumulated sick leave.

Article 8 Cont.

B Funeral Leave

Full-time Employees will be granted up to four (4) consecutive days of paid funeral leave for members of the Employees family (spouse, children, parents, father and mother-in-law, brother, sister, brother and sister-in-law, grandparents, spouse's grandparents, and grandchildren). Attendance at funerals of close friends or relatives, other than their immediate family, is at the discretion of the Director. Only days absent, which would have been compensable workdays, will be paid for. No payment will be made during holidays, layoffs, or other leaves of absence. Payment shall be made on basis of the Employee's regularly schedule hours of work for the days on which the Employee is on leave. Employees must attend the funeral to qualify for funeral leave pay. Funeral leave may be used on non-consecutive working days, at the discretion of the Director. Additional days of funeral leave may be granted at the discretion of the Director.

C. Jury Leave

An Employee required to serve as a juror shall receive his/her regular wages for the day(s) missed. In order to receive payment for such duty, the Employee must submit certification of service to the Employer. The Employer shall pay the Employee the difference between fees or remunerations granted by the court and the Employee's regular pay for the period of time during which the Employee was absent due to jury service. The Employee shall report for work if released from jury duty by 12:00 Noon of any workday.

D. Witness Leave

Employees shall lose no pay if they are subpoenaed to testify in a matter related to their work with the County.

E. Military Leave

Employees shall be granted military leave in accordance with Iowa Code, Section 29A.28.

F. Association Leave

The Employer will grant a maximum of three (3) days of paid leave for one (1) Employee to attend meetings of the I.A.F.F./I.P.F.F. For purposes of this provision, a day of pay shall be equal to eight (8) hours of pay at the Employees' regular rate of pay. The Employee who will be granted leave will be selected by the Association. The Association will provide four (4) weeks advance notice prior to any Association leave.

Article 8 cont.

G. Unpaid Leaves of Absence

Upon an Employee's request, for personal reasons, the Employer may decide to grant an unpaid leave of absence. The Employee's request will be in writing, stating the reason(s), and presented to the Director. The decision regarding whether to grant the leave, and regarding the duration of the leave, shall be made by the Board of Supervisors, following the receipt, by the Board, of the recommendation of the Director. Leaves of absence granted under this section shall not exceed three (3) months in length, and extensions may be granted by the Board in its sole discretion.

An Employee granted an unpaid leave of absence shall continue to earn and receive all contractual fringe benefits for a ninety (90) day period. Holidays falling in this time period will not be paid for. All contractual fringe benefits will not be earned or received by an Employee should the leave of absence extend beyond ninety (90) days, except as otherwise provided by state law.

If the Employee does not return to work upon expiration of his/her leave of absence, he/she will be terminated.

For purposes of this Article, the term "contractual fringe benefits" shall mean insurance, sick leave and vacation.

The unpaid leave, granted under this provision, will not reduce the leave, which is available to Employees under the terms of the Family and Medical Leave Act.

ARTICLE 9

SENIORITY

A. Definition of Seniority

Seniority means an Employee's length of continuous service with the Employer, since their last date of hire. Services as a temporary Employee shall not be included in the calculation of seniority unless the period of temporary service was contiguous with the Employee's service as a regular Employee. Seniority ties shall be broken by a flip of a coin. An approved unpaid leave of absence shall not constitute a break in seniority.

B. Termination of Seniority

An Employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) The Employee quits
- (b) The Employee is discharged
- (c) The Employee is absent for two (20 consecutive working days without notice to the Employer.
- (d) The Employee fails to report to work at the end of a leave of absence.
- (e) The Employee fails to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent to the employee's last known address, according to the Employee's records. The intent of said fourteen (14) calendar days is for the Employee to give notice to the other Employer where he/she is working at the time of recall.
- (f) Seniority rights will be forfeited after the continuous period of layoff exceeds the Employee's length of service at lay off time, or twelve (12) months, whichever is less.
- (g) The Employee retires.

Employees who are promoted out of the bargaining unit, and still employed by the Ambulance Service, will have their seniority frozen at the time of transfer out of the unit. For vacation qualifications, said Employee's seniority is not frozen, and is allowed to accrue.

Seniority records for Employees shall be maintained by the Employer and shall be available to the Association upon reasonable request. The Employer shall post a seniority list during the month of July. Any protest as to the correctness of the list must be made in writing, to the Employer, within thirty (30) days following the date on which the seniority list was posted.

ARTICLE 10

REDUCTION OF STAFF

A. Notice of Layoff

The Employer will give fourteen (14) calendar days advance notice, prior to the time of layoff.

B. Layoff Procedure

If the Director decides to layoff Employees, layoffs shall be made on the basis of job status and job classification. For purposes of this provision, the job status of Employees shall be either full-time or on-call. Layoffs within an affected job classification, and job status, shall be made on the basis of seniority, with the Employee with the least seniority being laid off first.

C. Recall Procedures

On recall from layoff, the Employees will be returned to work in the reverse order in which they were laid off, if they have the qualifications, ability to perform, and physical fitness to perform the work available. Employees shall have recall rights for a period of twelve (12) months from the effective date of their layoff. Employees may be required to submit to a physical exam, at the Employer's expense, if necessary to assist the Employer in making a determination on the physical fitness of Employees.

Employees to be recalled, after being on layoff, shall be give fourteen (14) calendar days notice, in writing, sent by certified mail, return receipt requested, to the last known address on the Employee's records. Employees who fail to report for duty within fourteen (14) calendar days after the date on which notices of recall is mailed to them, shall forfeit their right to recall.

ARTICLE 11

EVALUATION PROCEDURES

A. Required Evaluation

Employees will be evaluated by the director at such frequency, as the Director may determine, but not less than annually. Evaluations concerning Employee's initial year of employment shall not be subject to the grievance procedures. After the initial year of employment, evaluations which result in a rating of "unsatisfactory" overall shall be subject to the grievance procedure. The evaluation will be sustained unless the Employee establishes that it is arbitrary, capricious or without basis in fact.

B. Evaluation Conference

A conference regarding the evaluation shall be held between the Employee and the Director following the completion of the written evaluation, a copy, signed by both parties, shall be given to the Employee.

C. Employee Response

All evaluation reports will be placed in the Employee's official personnel file, and the Employee will be furnished a copy of all reports. The Employee has the right to respond in writing, to his/her performance evaluation, and such response shall become part of the evaluation report.

D. Remediation

If the Director evaluates an Employee's performance as less than satisfactory, with regard to any performance factor, and if the Employee is not terminated, the Director shall provide written suggestions for improvement to the Employee, and shall specify the time frame within which the Employee must improve. The time shall be two (2) months, or such other period as is mutually agreed upon. If the Employee succeeds in correcting his/her performance in the area(s) noted, then a statement noting the improvement shall be attached to the initial evaluation.

E. Probation

Probation will be the standard six (6) months if the new employee is at the paramedic level or above. If the new employee is not a paramedic, the employee shall have two (2) years from the date of hire to become a paramedic, based upon State testing availability.

ARTICLE 12

WAGES

A. Wage Rates

The wage rates for Employees shall be as set forth in Appendix "A". Lake View Employees shall be paid their regular hourly rate of pay for vehicle time only.

B. Job Classifications

Employees shall be classified as follows:

- Driver (Lake View only)
- First Responder (Lake View only)
- EMT-B
- EMT-I
- EMT-P
- Paramedic Specialist
- County Training Officer

C. Method of Payment

Paychecks will be issued on the 14th and 28th day of each month. If the 14th or the 28th falls on Saturday, paychecks will be issued the preceding Friday. If the 14th or the 28th falls on Sunday, paychecks will be issued on the following Monday.

D. Witness Pay

Employees who are subpoenaed to testify with regard to matters that pertain to performance of their duties, and who are not on duty, shall be compensated for a minimum of two (2) hours, and shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay. The total compensation due to Employees for testifying shall be reduced by the amount of the witness pay, which they receive. Employees shall be entitled to retain any mileage reimbursement which they receive.

E. On-Call Pay

Sac City 07-01-05 \$2.50 per/hr Lake View 07-01-05 \$2.85 per/hr

F. Longevity Pay

Employees shall receive longevity pay as follows:

<u>Service Time</u>	<u>Rate of pay</u>
5 through 9 years	10 cents per hour
10 through 14 years	15 cents per hour
15 through 19 years	20 cents per hour
20 through 24 years	25 cents per hour
25 through 29 year	30 cents per hour
30 and more years	35 cents per hour

ARTICLE 13

INSURANCE

A. Health Insurance:

- a. Employer will pay single coverage only, for new employees
- b. On all existing family health insurance policies, the employer will pay up to seven hundred and fifty dollars (\$750.00) maximum premium for the chosen family county plan

B. Long Term Disability Insurance

Employees shall be covered by a group long-term disability insurance policy, which provides benefits equal to sixty (60) percent of covered earnings, up to a maximum of \$3,000 per month. The qualifying, or elimination period, shall be three (3) months. The Employer shall pay the full cost of this long-term disability insurance.

C. Provisions Relating to Coverage

The Employer reserves the right to alter, modify, or terminate the insurance plans at any time, with sixty (60) days notice to the Association. Insurance coverage will begin on the first day of the month following thirty (30) days of full-time, active employment, and will end on the last day of the month in which the Employee terminates full-time employment.

ARTICLE 14

HEALTH AND SAFETY MATTERS

A. Health Matters

Employees shall be required to provide the Director with satisfactory medical evidence of physical and mental fitness to perform their assigned duties. If the Director requires an Employee to be examined by a doctor, selected by the County, the County shall pay the full cost of any exams and reports which are required, and shall be provided with a copy of all reports concerning the Employee's physical and mental fitness.

B. Safety Matters

The county agrees to comply with all applicable State and Federal occupational, health and safety requirements. The Union and the Employees will extend their cooperation to the County in adhering to all applicable State and Federal occupational, health and safety regulations and all County policies and rules regarding health and safety. Employees shall promptly report any unsafe conditions to the Director.

ARTICLE 15

MISCELLANEOUS

A. Posting of Materials

The Director shall post overtime, vacation, and sick leave records for Employees. All documents pertaining to terms and conditions of employment, that are covered by this Agreement, and which are required by law to be posted, shall be posted at the Sa City EMS station, and at such other locations at the discretion of the Director.

B. Uniforms

The County will provide, and replace, at its discretion, those uniform items which it requires Employees to wear. The uniform items that will be provided are:

- T-shirt
- Dress Uniform Shirts
- Collar Brass
- Badge
- Patches
- Jump Pants
- Belt
- Shoes (loafer or boots as approved by the Director)
- Squad Coat
- Coat

ARTICLE 16

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared, by the proper judicial authority, to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such decision, the parties agree to meet within sixty (60) days to negotiate a substitute for the invalid portion.

ARTICLE 17

AMENDMENT

This Agreement may be amended, in writing, upon mutual agreement of the parties hereto, and as permitted by law. Appropriate amendments shall be executed by the parties to the Agreement, upon appropriate resolution of the Employer.

ARTICLE 18

DURATION AND SIGNATURE CLAUSE

A. Duration

This agreement shall be effective from July 1, 2006, and shall continue to remain in full force and effect until its expiration on June 30, 2007.

Economic items will be the only items available for re-opening, annually, during the term of this contract.

B. Signature Clause

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on this 14th day of February, 2006.

Sac County Ambulance Service
Sac County, Iowa

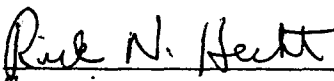
Sac County Professional Paramedic
Association Local 3669



Chairman, County Board of Supervisors

 *Pro.*
Association Representative


Sac County EMS Director


Association Representative


Supervisor


Supervisor

APPENDIX "A"

WAGE RATES

07-01-2006

Paramedic Specialist	\$14.04
Paramedic	\$13.38
EMT-I	\$12.75
EMT-B	\$11.16
First Responder	\$10.05
Driver	\$8.85
County Training Officer	